

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2020-287-T - ORDER NO. 2021-210
MAY 24, 2021

IN RE: Application of All My Sons of Charlotte) ORDER APPROVING
 South, LLC to Amend Tariff) TARIFF AMENDMENTS

I. INTRODUCTION

 This matter comes before the Public Service Commission of South Carolina (Commission) on the Application of All My Sons of Charlotte South, LLC (Applicant). Applicant, a holder of a Class E Certificate for property-carrying vehicles, seeks approval of its request to increase its hourly rates and other tariff changes.

II. FACTS AND PROCEDURAL HISTORY

 Applicant currently operates as a motor carrier of household goods pursuant to Class E Certificate Number 9847 with authority to transport statewide under an approved tariff schedule. *See* Commission Order Number 2018-317, Docket Number 2018-40-T.

 On December 8, 2020, the Applicant filed an Application to Amend its Tariff. By letter dated December 16, 2020, the Clerk's Office of the Commission instructed Applicant to publish a Notice of Filing (Notice) in newspapers of general circulation in the areas affected by the Application. Among other things, the Notice summarized the Company's proposed tariff changes and set an intervention deadline of January 21, 2021. The Commission required Applicant to publish the Notice on or before December 31, 2020, and to provide proof of publication to the Commission no later than January 21, 2021. Applicant published the Notice in *The*

Herald Fort Mill Times on December 31, 2020, and submitted proof of filing to the Commission on January 11, 2021. No person intervened as a party of record.

The South Carolina Office of Regulatory Staff (ORS), a party of record pursuant to S.C. Code Ann. § 58-41-10(B) (Supp. 2020), conducted a compliance review of the Applicant and its Application on January 19, 2021. By letter dated March 24, 2021, ORS informed the Commission the Applicant was in compliance with Commission rules and regulations. In addition, ORS noted the Applicant was also in compliance with its Annual Report and Gross Receipt filing requirements; and ORS verified it did not receive any consumer complaints regarding this Applicant in the past 12 months.

On March 31, 2021, by Directive, the Commission approved the Application of Applicant to amend its tariff.

III. EVIDENCE OF RECORD

A. Applicant's Proposal

Applicant submitted a proposed order to the Commission which sets forth its current tariff rates and the tariff rates it proposes. The Applicant also seeks approval of its charges for additional items, promotions, and bulky items. Further, the Applicant indicates a change in its peak seasons.

Description of Rate	Current Rate	Proposed Rate
OFF PEAK SEASON ¹		
Monday through Thursday		
Van + 2 men	\$99/hour	\$119/hour
Van + 3 men	\$129/hour	\$149/hour
Van + 4 men	\$159/hour	\$179/hour

Friday through Sunday		
Van + 2 men	\$109/hour	\$129/hour
Van + 3 men	\$139/hour	\$159/hour
Van + 4 men	\$169/hour	\$189/hour
PEAK SEASON ²		
Monday through Thursday		
Van + 2 men	\$109/hour	\$129/hour
Van + 3 men	\$139/hour	\$169/hour
Van + 4 men	\$169/hour	\$199/hour
Friday through Sunday		
Van + 2 men	\$119/hour	\$139/hour
Van + 3 men	\$149/hour	\$179/hour
Van + 4 men	\$179/hour	\$209/hour

¹ The Company's off-peak season is now October 1 – March 15. Previously, it was October 1 – April 30.

² The Company's peak season is now March 16 – September 30. Previously, it was May 1 – September 30.

Description of Rate	Current Rate	Proposed Rate
Additional Charges		
Additional Man	\$35/hour	\$50/hour
Extra Stop	N/A	\$75
Overnight Storage	\$200	\$250
Fuel Surcharge	8%	12%
Packing Materials	Varies	Market Price
Promotions		
Armed Forces, Veterans, Senior Citizens	Utilize Off Peak Rates	\$50 off
Bulky Items		
Motorcycle	N/A	\$80
Piano/Pipe Organ 400 lbs or more	N/A	\$75
Grand Piano	N/A	\$75
Safe	N/A	\$75
Hot Tub	N/A	\$150
Riding Mower	N/A	\$75
Canoe/Small Boat	N/A	\$75

The Applicant indicates services offered during the first three days of the month, the last three days of the month, and holidays, will carry the same tariffs as Friday through Sunday rates.

B. ORS Impact Study

ORS performed an Impact Study and prepared a Tariff Comparison review chart of the currently approved tariffs under which the Applicant conducts business, the proposed tariffs for which it seeks Commission approval, and the South Carolina Tariff Bureau (SCTB) rates.

IV. LAW

The Commission is specifically authorized to regulate carriers of household goods, and to set their rates and charges: “[t]he commission must promulgate regulations necessary to control entry and certification standards, set rates and charges, and establish enforcement procedures and powers to govern the operations of carriers of household goods and hazardous waste for disposal.” S. C. Code Ann. § 58-23-590 (2015).

The Commission is authorized to fix or approve the rates charged by every South Carolina motor vehicle carrier: “[t]he commission shall regulate every motor carrier in this State and fix or approve the rates, fares, charges, classifications, and regulations pertaining to each motor carrier The rates once established remain in effect until such time when the commission determines the rates are unreasonable.” S. C. Code Ann. § 58-23-1010 (2015).

1. The commission shall make, fix, establish, or allow just and reasonable rates, fares, charges, classifications, and rules for all motor carriers subject to its rate jurisdiction.
2. As often as circumstances may require, the commission upon notice and hearing, if deemed necessary, from time to time may change or revise, or cause to be changed or revised, any rates, fares, charges, classifications, and rules of a carrier who operates under a Certificate of PC&N.

S.C. Code Ann. Regs. 103-191(2012).

“Every rate made, demanded, or received by any motor carrier operating under a Certificate of PC&N . . . shall be just and reasonable.” S.C. Code Ann. Regs. 103-197 (2012). Once rates are approved, motor carriers are prohibited from charging more or less than the rates specified in lawful tariffs, schedules, or by specific order of the Commission:

[N]o motor carrier operating under a Certificate of PC&N shall charge . . . a greater or lesser or different compensation for transportation, or for any service rendered, than the rates, fares, and charges specified in the lawfully applicable tariffs or schedules in effect from time to time.

S.C. Code Ann. Regs. 103-198 (2012).

Furthermore, discrimination in the operation of a motor carrier’s certificate is prohibited:

[I]t shall be unlawful for any motor carrier operating under a Certificate of PC&N or FWA to make, give, or cause any undue or unreasonable preference or advantage to any particular person . . . or to subject any particular person . . . to any unjust discrimination or any undue or unreasonable prejudice or disadvantage in any respect whatsoever.

S.C. Code Ann. Regs. 103-197 (2012).

V. DISCUSSION

Applicant requests approval to increase its hourly rates and to make other tariff changes. From the comparison report prepared by ORS, the proposed tariff rates per hour for the use of movers are all above the SCTB rates. Applicant seeks to increase the rate amount by \$20 and \$30 per hour, depending upon the time of the appointment. ORS indicates the proposed tariff rates represent an increase of between 11.38 % and 21.58 %, depending upon the service offered and when the move takes place; however, it is also noted that the currently approved rates of the Applicant were in many instances below the SCTB rates. Even though the proposed rates are

above the SCTB rates, the proposed rates are within a reasonable range of the SCTB rates. We note there is no evidence the rates are discriminatory.

As to the proposed changes for additional charges, promotions, and bulky items, the proposed rates are also within a reasonable range of the SCTB rates, where available, and include proposed rates that are below the SCTB rates in some instances.

The ORS Impact Study reveals Applicant is in compliance with applicable Commission rules and regulations. The Applicant has had no complaints lodged against it within the last year. Notice of the proposed tariffs was properly published. No person or party notified the Commission of its opposition to approval of the amended tariff. Accordingly, the Application of All My Sons to increase its hourly rates and implement other tariff changes should be approved.

V. FINDINGS OF FACT

1. The Commission approved the application of Applicant to receive a Class E Motor Carrier Certificate on May 9, 2018, in Order Number 2018-317. That Order authorized Applicant to operate in the counties of York, Lancaster, and Chester and approved the Applicant's tariff rates as set forth in the order.

2. The Applicant now proposes an increase to its hourly tariff rates and an increase in certain other tariffs.

3. After review of the Application and the Impact Study prepared by ORS, we find the proposed tariff hourly rates and the other proposed tariff changes are reasonable.

4. ORS has determined Applicant is in compliance with all applicable Commission rules and regulations, including the Annual Report and Gross Receipt filing requirements.

5. ORS has not received any consumer complaints about this Applicant in the past twelve months.

VI. CONCLUSIONS OF LAW

1. We conclude the proposed changes and amendments to the hourly rates and certain other tariff changes are just and reasonable pursuant to Regulation 103-192. S.C. Code Ann. Regs. 103-192 (2012).

2. We conclude the proposed changes and amendments to the hourly rates and certain other tariff changes are appropriate and shall be approved pursuant to the authority of the Commission set forth in Section 58-23-1010.

VIII. ORDERING PROVISIONS

IT IS THEREFORE ORDERED THAT:

1. The Application of All My Sons of Charlotte South, LLC to amend its tariffs is granted.

2. The proposed amendments to the hourly rates and other changes are hereby approved, and the Revised Amended Tariff is approved. A copy of the Revised Amended Tariff is attached hereto as Order Exhibit No. 1.

3. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:




Justin T. Williams, Chairman
Public Service Commission of
South Carolina

AMS TARIFF NO. 1

All My Sons of Charlotte South, LLC

**JOINT AND LOCAL RATES
APPLYING ON**

HOUSEHOLD GOODS

**TRAFFIC HAVING ORIGIN, DESTINATION AND ENTIRE
TRANSPORTATION WITHIN THE STATE OF SOUTH CAROLINA
HOUSEHOLD GOODS TARIFF**

EFFECTIVE DATE:

**ISSUED BY:
All My Sons of Charlotte South, LLC**

All My Sons of Charlotte South, LLC

I. Packing/Moving/Labor Rates:

A. October 1 through March 15 (Off-Peak)

1. Monday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$119.00
Van + 3 men	\$149.00
Van + 4 men	\$179.00

2. Friday through Monday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$129.00
Van + 3 men	\$159.00
Van + 4 men	\$189.00

Note: First 3 days & last 3 days of each month and Holidays will be charged Friday through Sunday rates.

B. March 16 through September 30 (Peak)

1. Monday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$129.00
Van + 3 men	\$169.00
Van + 4 men	\$199.00

2. Friday through Monday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$139.00
Van + 3 men	\$179.00
Van + 4 men	\$209.00

Note: First 3 days & last 3 days of each month and Holidays will be charged Friday through Sunday rates.

Notes:

1. \$50 charge per hour per additional man.

2. Standard rates charged for each additional van. Example: The hourly rate for an off-peak Tues through Thurs move with 2 vans + 4 men is \$238.00 (\$119.00 + \$119.00).
3. 2-hour labor minimum on all moves.
4. 4-hour labor minimum on holidays.
5. A one-time trip charge of one hour (at the applicable hourly rate) will be charged for moves originating within 0-50 miles from the Matthews, NC office / warehouse
6. Round trip travel time will be charged for any move travelling more than 50 miles one way. Round trip travel time is calculated by multiplying the applicable hourly rate times the actual mileage traveled divided by 50. (e.g. 150 miles traveled / 50 = 3 x \$119 (off peak Tues-Thurs van + 2 men) = round trip travel charge of \$357.00).
7. Wait time not caused by the carrier will be charged at the applicable hourly rate.
8. A charge of \$75.00 will be applied for each additional stop other than the final destination
9. For all active members of the Armed Forces, Veterans, and senior citizens (65 years and older), the carrier will provide a \$50 discount.
10. Charges based on time shall be computed by multiplying the hourly rate by the time involved. Unless otherwise provided, fractions of an hour will be disposed of as follows:
 - (a) Where the time involved is 15 minutes or less, the charge shall be for one quarter of an hour.
 - (b) Where the time involved is more than 15 minutes but less than 30 minutes, the charge shall be for one half hour.
 - (c) Where the time involved is more than 30 minutes but less than 45 minutes, the charge shall be for three quarters of an hour.
 - (d) Where the time involved is more than 45 minutes, the charge shall be for one hour.
11. Overnight truck storage fee is \$250, per truck, per day.

II. Fuel Surcharge

A fuel surcharge of 12% of the total charges (labor travel and materials) will be added to each bill.

III. Packing Containers (Material Prices)

Packing Containers/Material will be charged at Market Value price.

IV. Bulky Items

Motorcycles	\$80.00
Piano / Pipe organ 400 pounds or more	\$75.00
Grand Piano	\$75.00
Safe	\$75.00
Hot Tub	\$150.00
Riding Mower	\$75.00
Canoe / Small Boat	\$75.00

V. Billing / Other

Carrier requires payment in cash, a valid credit or debit card or by certified funds before household goods will be released unless other payment arrangements have been made with and accepted by the carrier prior to the start of the move.

VI. Rules and Regulations**A. Claims**

1. All claims for loss, damage or overcharge must be in writing and attached to the Bill of Lading.
2. Customer (shipper) must notify carrier of all claims for concealed damage within 30 days of the move. All My Sons of Charlotte South, LLC must be given a reasonable opportunity to inspect the damaged items.
3. The agreed or declared value of the property is hereby specifically stated by the customer (shipper) and confirmed by the signature hereon to be not exceeding 60 cents per pound per article.

B. Computing Charges

1. All My Sons of Charlotte South, LLC rates and charges are computed by multiplying the applicable hourly rate by the time as provided in Section I plus additional charges for packing containers, storage, fuel and bulky items as providing in Sections II, III, IV and V.
2. All My Sons of Charlotte South, LLC reserves the right to offer and run special promotions from time to time. Any such promotions will be submitted to the Public Service Commission for approval, filed with ORS, and attached to the bill of lading.

C. Governing Authorities

1. All My Sons of Charlotte South, LLC rates and charges are governed by the terms and conditions of this tariff, the Rules and Regulations of the South Carolina Public Service Commission and the laws of the state of South Carolina.

D. Items of Particular Value

1. All My Sons of Charlotte South, LLC does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured therefrom. All My Sons of Charlotte South, LLC will not accept responsibility for safe delivery of such articles if they come into All My Sons of Charlotte South, LLC's possession with or without All My Sons of Charlotte South, LLC's knowledge.

DI. Bill of Lading, Contract Terms and Conditions

1. Each customer will be provided with a copy of All My Sons of Charlotte South, LLC's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto as Addendum A, are hereby incorporated by reference as if they were repeated verbatim here.
2. Each customer will be provided with a copy of All My Sons of Charlotte South, LLC's Notice of Limitation of Liability for items constructed of pressboard, particle board and engineered wood furniture. A copy of this Notice is provided below and its terms are incorporated by reference as if they were repeated verbatim here.
3. Each customer will be provided with a copy of All My Sons Moving & Storage's Customer Checklist. A copy of this Checklist is provided below, and its terms are incorporated by reference as if they were repeated verbatim here.



NOTICE
LIMITATION OF LIABILITY ON
PRESSBOARD, PARTICLE BOARD AND/OR
ENGINEERED WOOD FURNITURE

Furniture manufactured from press-board, particleboard, and/or engineered wood is designed to into a box from the manufacturer to the retailer and then to the end user unassembled. It is not constructed to withstand the normal stress of a move as an assemble unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, nor the normal truck vibration even in air-ride trailers. Usually chips and dents are not repairable. Surface Impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that the connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible without creating substantial, un-repairable damage.

- **Option 1-** I/we choose to disassemble all press-board, particleboard and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage to the press-board, particleboard and/or engineered wood furniture, which may occur during the disassembly of the furniture.
- **Option 2-** I/we have engaged the services of another individual or company to disassemble all press-board, particleboard and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage, which may occur to the press-board, particleboard and/or engineered wood furniture during the disassembly of the unit(s).
- **Option 3-** I/we am/are tendering furniture constructed of press-board, particleboard and/or engineered wood furniture fully assembled as part of our move. I/ we understand that any claims for damages to the press-board, particleboard and/or engineered wood furniture may be denied due to inherent vice, based upon the fact that fully assembled press-board, particleboard and/or engineered wood furniture is inherently susceptible to damage as outlined above.

SHIPPER, OWNER, OR CONSIGNEE MUST SELECT OPTION 1, 2, OR 3.

Shipper, owner, or consignee: _____ Date: _____



Customer Checklist

***** Customer Please Read Carefully, This for your Protection!*****

1. **Items Left:** *All My Sons Moving & Storage cannot be held responsible for items left at residence after loading.* It is the customer's responsibility to make sure the nothing is left behind. Please be sure to go room by room with your driver to make sure everything is out prior to truck leaving job. **Initial:** _____
2. **Packed By Owner or "PBO":** *Damages incurred to "PBO" items can not be compensated for the event of a claim* as we did not pack these items & are unaware of their existing condition. **Initial:** _____
3. **Valuables:** *Never pack money(including coins), jewelry, Important papers, medicine, or other irreplaceable family heirlooms on the moving truck.* Please carry these items with you to protect their value. **Initial:** _____
4. **Appliances:** *All My Sons Moving & Storage cannot disconnect or reconnect any gas, plumbing, or electrical items.* Our men are not qualified to do this nor is this part of All My Sons Moving & Storage's Policies and Procedures. **Initial:** _____
5. **Electronics:** All sensitive electronics and TVs (Plasma, LCD, LED) will need to go into their original boxes or crate. If needed, All My Sons Moving & Storage will build a box or crate for their protection. We can provide this for you at an additional charge as set forth above in Section III plus the appropriate hourly rate. **Initial:** _____
6. **Firearms/Chemicals:** *We are **PROHIBITED BY LAW** from transporting firearms, ammunition, gun powder, primer, paints, fuel, or chemicals of any kind.* All these items the customer is responsible for moving. **Initial:** _____
7. **Walls, Banisters, floors, ceiling, etc:** *While attempting to move any furniture or other items into or out of any area of the home or property, the customer hereby accepts all responsibility for any piece, and any damage which may occur.* **Initial:** _____
8. **Payment:** *All My Sons Moving & Storage collects payment on delivery. All My Sons does not do any post billing.* We accept Cash and Major Credit and Debit Cards: **Initial:** _____
9. **Valuation:** The customer is required to declare in writing the releases value of the property. The agreed or declared value of the property is hereby specifically stated by the customer and confirmed by their initials hereon to be not exceeding **60 cents per pound per article.** **Initial:** _____

Customer Signature: _____ **Date:** _____